### ****Plain English Contract for Supply and Installation of a Vergola® Louver System****

**This contract is between:**

Vergola® LA Inc (“we, our, us”)

**Address:** 13800 Crenshaw Blvd, Gardena CA 90249 **Phone:** 213 995 6877

**Contractor’s Licence No:** 1022142

**And:**

The Owner (“you, your”)

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **First Name:** | | | **Last Name:** | | | **Phone Number:** | | **CRC Number:** | |
| **Erica** | | | **Whisney** | | | **646-378-9911** | | **2475** | |
| **Your Address:** | | | | | | | | | |
| **House/Lot Number:** | | | **Street Name:** | | | **Suburb:** | | **Post Code:** | |
| **221** | | | **2nd street** | | | **Healdsburg** | | **95448** | |
| **The Site:**  **As Above** | | | | | | | | | |
| **Street/Lot Number:** | | | **Street Name:** | | | **Suburb:** | | **Post Code:** | |
|  | | |  | | |  | |  | |
| **The Vergola®:** | | | | | | | | | |
| Vergola® Size: | **17x31** | | | | | Number of Bays: | **3 Bays** | | |
| Type of Vergola®: | **Frame Galvanized** | | | | | Beam Type: | **3” x 10” Galvanized** | | |
| Column Type: | **3” x 3” qt 6** | | | | | Gutter Type: | **Colorbond** | | |
| Flashing Type: | **Colorbond** | | | | | Ancillary Cladding: |  | | |
| **Type of Wall:** | | | | **Structure:** | | **Finish:** | **Column Fixing:** | | **Lights/Accessories:** |
| Concrete | | Precast | | Attached to home | | Standard Painted | Footing | | By Vergola |
| Brick | | Timber | | Freestanding | | Non-Standard (Specify): | Bracket | | By Client |
| **Exclusions:** | | | | **Non-Standard Inclusions:** | | | **Special Conditions:** | | |
| **Permit fees** | | | | **Footings** | | | **Over a wood deck** | | |
| **Electrical for accessories** | | | |  | | | **Free standing** | | |
| Haul away dirt from footings | | | |  | | |  | | |
|  | | | |  | | |  | | |
|  | | | |  | | |  | | |
| **Design Wind Category:** | | | | **Permits Required?** | | | **HoA or Other Consents Required?** | | |
| N1  N2  N3 | | | | Yes  No | | | Yes  No | | |
| **The Price:** | | | | **Sales Tax:** | | | **Total Price:** | | |
| **$57,527.87** | | | | **Included** | | | **$57,527.87** | | |
| **WARNING: CHANGES TO THE PRICE** - ***The price*** is fixed but may be altered by: | | | | | | | | | |
| * The cost of obtaining planning permit if required * Variations, including those required by the engineer or a building surveyor or any authorized person * Interest on overdue payments | | | | | * The cost of surveying the land if required * **Us** having to do work that **you** are **required to perform** * Sales Tax | | | | |
| **Progress Claims & Payments** | | | | | | | | | |
| **Deposit:**  *(To be paid on signing)* | | | | **Progress Claim:** *(To be paid prior to commencement of site works and delivery of materials)* | | | **Final Payment:**  *(To be paid upon completion of work)* | | |
| **$ 1,000** | | | | **$ 37,393.12** | | | **$19,134.76** | | |

**ARTICLE 1 – SCOPE OF WORK**

1.1 Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed. In exchange for payment of the Contract Price in accordance with the Contract Documents, we will furnish to the Project the labour, services, equipment and materials described in Page 1 and any plans and specifications (the “**Work**”).

**ARTICLE 2 – OUR RESPONSIBILITIES**

2.1 Applicable Laws. We will comply with all laws, regulations, and permits governing or applicable to the commencement, performance and completion of the Work (“Applicable Laws”).

2.2 Licensing. We shall be properly licensed as a contractor by the State of California at all times during the performance of the Work.

2.3 Our Status. We are an independent contractor for all purposes under the Contract Documents. Nothing in the Contract Documents shall be construed to create an employment relationship between you and any of our employees or subcontractors and suppliers of any tier.

2.4 Our Review of the Contract and the Project Site. We have visited and performed a reasonable visual inspection of the Project Site. We have not performed any destructive testing or subsurface investigation of the Project Site.

2.5 Professional Design and Engineering Services Excluded. You understand and acknowledge that we are not a registered engineer or licensed architect. We will not perform any professional design services. If the Work requires the performance of professional design services, we shall engage a registered engineer or licensed architect, as appropriate, to perform such services.

2.6 Construction Standards. We will employ good practices and shall perform the Work in accordance with the standard of care in California used by similar contractors for the performance of similar works of improvement of comparable size and complexity.

2.7 Inspections. Unless otherwise provided in the Contract Documents, we shall be responsible for scheduling and obtaining all inspections required by governmental agencies with jurisdiction over the Work. We will make the Work available for inspection by you or your representatives at all reasonable times.

2.8 Permits. You shall be responsible for paying the costs of all permits and entitlements.

2.9 Subcontractors. We will enter into written subcontracts or purchase orders with any subcontractors and suppliers. We will ensure that its subcontracts are consistent with the Contract Documents and bind our subcontractors to us to the same extent that we are bound to you under the Contract Documents.

2.10 Hazardous Materials.

(a) “**Hazardous Materials**” for purposes of this Contract means materials differing from those described in this Contract which we believe may be hazardous waste, as defined at California Health and Safety Code § 25117, and hazardous substances as defined at California Health and Safety Code § 25316.

(b) Unless otherwise expressly provided in this Contract, we are not responsible for any Hazardous Materials encountered at the Project Site. Upon encountering any Hazardous Materials, we will stop Work immediately in the affected area and promptly notify you in writing and, if required by Applicable Laws, all governmental agencies with jurisdiction over the Project Site.

(c) We will be obligated to resume Work at the affected area of the Project Site only after you provide us with a written certification that (i) the Hazardous Materials have been removed or rendered harmless, and (ii) all necessary approvals have been obtained from all governmental agencies having jurisdiction over the Project Site.

(d) We are responsible for Hazardous Materials introduced to the Project Site by us and our subcontractor(s) and suppliers of all tiers and we will comply with all Applicable Laws governing the documentation, handling, use and disposal of such Hazardous Materials. We will defend, indemnify and hold you harmless from and against all claims, losses, damages, liabilities, and expenses, including reasonable attorneys’ fees, arising from or relating to our violation of Applicable Laws or failure to observe best practices in California in connection with Hazardous Materials introduced to the Project Site by us or our subcontractor(s) and suppliers of all tiers.

2.11 Work by Others. You may engage other contractors to perform work in and about the Project Site. You will give us advance notice of any other work to be performed concurrently on the Project Site and require that your other contractors coordinate their work with our Work.

2.12 Materials

(a) We own the materials used in connection with the Work until you have paid all amounts due to us in full.

(b) Until that time you only have possession of the materials as bailee for us.

(c) Your right to possession of the materials ends if payment for the materials is due but is not paid.

(d) We may substitute different materials if the original materials are difficult or impossible to get.

(e) We own surplus materials supplied by us.

(f) We will remove surplus materials from the site prior to completion.

**ARTICLE 3 – YOUR RESPONSIBILITIES**

3.1 Information, Services and Materials Required of and Provided by You. Information, services or materials if any required to be furnished by or under the control of you under the Contract Documents shall be timely furnished by you so as to avoid delay in the orderly progress of the Work. We shall be entitled to rely on the accuracy of any information provided by you unless expressly provided in the Contract Documents. You are responsible for any and all fees and/or costs related to any inaccuracies and/or delays in connection with the information, services or materials furnished by you or under your control pursuant to the Contract.

3.2 Permits. You shall be responsible for ensuring that all necessary permits, approvals and entitlements are obtained prior to the commencement of the Work. You shall assist us in obtaining any required building permit. If we are required to perform the work to obtain the necessary permits on your behalf, you agree to pay us all of the costs that we incurred irrespective of whether the permits are issued or refused. You are responsible for any and fees and/or costs related to any delays and/or any other issues related to obtaining any permits.

3.3 Survey. If we determine that a survey is required in connection with the Work, you shall furnish an ALTA property survey of the Project Site. The survey shall contain a legal description of the Project Site, all boundaries, and the location and dimensions of all existing improvements located on the Project Site.

3.4 Access. You shall provide us access to the Project Site and all areas where the Work is to be performed during all Work hours and during a reasonable period before and after such hours to allow us to stage and demobilize for each day’s Work.

3.5 Power. You shall provide us with electrical power to all areas of the Project site where Work is to be carried out.

3.6 This clause applies if you are supplying materials or performing any of the Work. In that situation, you must perform that work and/or supply those materials free of defects at the time requested by us and, in any case, within 7 days of our request. If you fail to adhere to this provision, we may supply the materials or perform the Work, and you will be charged the actual cost to us of performing the Work plus 40% (which includes overhead). Sales Tax will be added to the total.

3.7 You shall not:

(a) Give instructions or directions to our employees, agents or subcontractors if those instructions or directions give rise to a change of work and/or variation of the Work (instead, in that case, you must follow the steps in Article 6); or

(b) Prevent or impede us from performing our obligations under these terms and conditions.

3.8 You are responsible and must pay for:

(a) Storm water disposal;

(b) Relocation of any services;

(c) Removal of rock;

(d) Repairs to any underground services unless it says otherwise in this contract.

**ARTICLE 4 – CONTRACT PRICE, INVOICING AND PAYMENT**

4.1 Contract Price. The Contract Price is set forth in Page 1.

4.2 Progress Payments. Unless a payment schedule is set forth in Exhibit A, you will pay the Contract Price in progress payments in accordance with the schedule of progress payments set forth in Exhibit A (the “Schedule of Progress Payments”).

4.3 You should take notice of Business and Professions Code § 7159(d)(9)(C), which provides as follows: **“The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NO YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.”**

4.4 Release by Contractor Upon Payment. In accordance with California Business and Professions Code §§ 7159(c)(4) and 7159.5(a)(6), we shall, upon satisfactory payment being made for any portion of the Work performed and upon request by you, and prior to any further payment being made, furnish to you, an unconditional waiver and release upon progress payment or final payment, as applicable, from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the Work for which payment has been made by you.

4.5 Invoices. We will submit written invoices to you for progress payments describing amounts owed for Work performed in accordance with the Contract Documents and Schedule of Values. You shall make payment to us for all undisputed amounts invoiced by us, less retention, if any, no later than seven (7) days from your receipt of our invoice. If any amounts invoiced by us are to be paid by you on a time and materials basis, or are allowance items, then we will include with our invoice documentation reasonably acceptable to you establishing the cost of such items.

4.6 Substantial Completion. The Work will be deemed substantially complete when it can be used for its intended purpose and only minor corrective items remain. We will notify you in writing when we reasonably believe that the Work is substantially complete and provide a list of minor corrective items remaining to be completed by us (the “Punch List”). Upon request by you, we and you will inspect the Work together to review the Punch List and make any corrections that are mutually agreed. Within three (3) business days of your receipt of our notice and Punch List or inspection, whichever is later, you shall either (a) notify us in writing if you do not reasonably believe that Substantial Completion has been achieved and list all items that you reasonably believe must be completed in order to achieve Substantial Completion, or (b) return the Punch List with any additional items that you reasonably believe remain to be completed, if any. If you fail to timely respond, you shall be deemed to have agreed that Substantial Completion has been achieved and that the Punch List is accurate and complete. Not later than seven (7) days after the achievement of Substantial Completion, you shall reduce our retention to an amount equal to the reasonable value of all Punch List items and pay the balance to us.

4.7 Final Payment. You will release any remaining retention withheld from us immediately upon Completion with no set-off or reduction) by cash, bank check or EFT.

**ARTICLE 5 – PROJECT SCHEDULE (Approximate Start and Completion Dates)**

5.1 Contract Time. We will start doing work approximately within 8 – 10 weeks after obtaining necessary approvals for the project

5.2 We will achieve Substantial Completion of the Work as set out in the Front Page.

**ARTICLE 6 – CHANGES**

This Note About Extra Work and Change is Provided Pursuant to Business & Professions Code § 7159(d)(13): Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

6.1 Your Right to Direct Changes. You may direct changes in the Work, including additions, deletions or modifications thereto, by issuing a written Construction Directive to us. We shall not be obligated to perform such changes until you and we enter into a Change Order in the form attached to this Contract as Exhibit B.

6.2 Construction Directive. A Construction Directive is a written direction by you to us to undertake or not to undertake a particular action with respect to the Work, to perform changed or extra work, or to delete Work. If we believe a Construction Directive requires a change in the Contract Price or the Contract Time, we will submit a Change Order Proposal for your consideration not later than seven (7) days after receipt of the Construction Directive in question. If you request that we immediately perform a change described in a Construction Directive then, if you cannot subsequently agree on the terms of a written Change Order, you agree to compensate us for our actual direct and indirect costs associated with the performance of the Construction Directive, plus a 25% markup for overhead and profit, and to adjust the Contract Time to reflect any delays resulting from the performance of the Construction Directive.

6.3 Change Notice. A Change Notice is a written notice from us to you advising you of any event, condition or circumstance for which we reasonably believe we are entitled to a change in the Contract Price. We will provide you with a Change Notice within fourteen (14) days of the discovery of any event, condition or circumstance for which we believes we are entitled to a change in the Contract Price or the Contract Time. We will submit a Change Order Proposal for your consideration not later than ten (10) days after submission of the Change Notice, or as soon as practicable after the effects and impacts of the event, condition or circumstance become fully known.

6.4 Changed Conditions. If we encounter conditions at the Project Site that are (a) subsurface or otherwise concealed physical conditions that are different from those described in the Contract Documents or information provided by you to us, or (b) unknown physical conditions of an unusual nature that differ from those conditions which are generally recognized as inherent in work of the nature required under the Contract Documents, and we will give written notice of the conditions to you within ten (10) days after first discovering the conditions, we shall be entitled to an adjustment in the Contract Price and Contract Time for any costs and delays incurred by us in connection with Changed Conditions.

6.5 Force Majeure.

(a) Neither Party will be deemed in default to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence, such as the acts or omissions of the other Party or anyone for whom such Party is responsible, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, or strikes (each, a “Force Majeure Event”).

(b) If a Force Majeure Event affects a Party’s ability to perform, the affected Party will provide immediate notice to the other Party, and the affected Party’s obligation to perform will be suspended for the duration of the Force Majeure Event. We shall be entitled to a Change Order adjusting the Contract Price and the Contract Time to the extent the cost and/or time of performance of the Work have been impacted by such Force Majeure Event.

(c) If our performance is suspended as a result of a Force Majeure Event for a period longer than six (6) months, we may terminate the Contract. In that event, our compensation shall be determined in accordance with Article 9.2.

**ARTICLE 7 – WARRANTY**

7.1 The Vergola system is guaranteed against defects in materials or workmanship for ten (10) years from the date of installation except that motors and controllers are guaranteed against defects in materials and workmanship for two (2) years from the date of installation.

7.2 EXCEPT AS PROVIDED BY APPLICABLE LAWS, THE WARRANTY PROVIDED UNDER THIS CONTRACT IS EXCLUSIVE AND PROVIDED IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**ARTICLE 8 –INDEMNITY**

Indemnity by You. You will defend, indemnify and hold us harmless from and against any and all claims, liabilities, costs, damages, suits, proceedings, awards, judgments, injuries (including, without limitation, injuries to real and personal property, and injuries to persons, including death) (“Losses”), to the extent arising from your breach of your obligations under the Contract Documents, violation of Applicable Laws, or negligent or wilful misconduct.

We are not responsible for damage to existing structures or fittings unless it has been caused by our negligence. We will however take reasonable care not to cause such damage when performing the Work.

**ARTICLE 9 – TERMINATION**

9.1 Our Right to Terminate for Non-Payment. You understand and agree that your obligation to timely pay us amounts owed for the Work is of the essence of this Contract. Therefore, if you fail to timely pay undisputed amounts owed to us when due, we may terminate this Contract for default upon seven (7) days’ written notice to you.

9.2 Your Right to Terminate for Convenience. You may terminate this Contract for convenience at any time upon written notice to us. Upon receipt of such notice, we shall immediately discontinue the Work, including the placing of orders for materials, facilities and supplies in connection with the performance of the Contract. In the event of such termination, you shall pay us all costs incurred by us up to the date of termination, including costs for demobilization, restocking, returns and terminations of any contracts or purchase orders entered into by us for the performance of the Work. These costs include, but are not limited to, site visit and check measure costs, all costs related to work in connection with assessing and obtaining building permits, drafting of any working drawings, any local agency related fees and/or costs, all commission related costs paid to a salesperson, all labour costs associated with opening the file and any other administrative related costs. In addition to all costs incurred by us up to the date of termination, you will also be required to pay an additional 40% (which includes overhead) of the actual costs to us up to the date of termination.

**ARTICLE 10 – MISCELLANEOUS TERMS**

10.1 Notices. All notices required under this Contract shall be given in writing and addressed to the receiving party at the address indicated on the first page of this Contract. Written notice shall be given in the most expeditious manner warranted by the circumstances.

10.2 Limitation of Liability. Our liability to you for any claim arising from or relating to the Project or the Contract documents shall be limited to the Contract Price.

10.3 Disputes, Mediation and Arbitration. The Parties will initially attempt to resolve any dispute arising from or relating to this Contract or the Work through direct meetings between our respective representatives. If such meetings do not resolve the dispute, then the Parties may submit their dispute to non-binding mediation. If direct meetings or mediation do not resolve the dispute, then the dispute shall be resolved by binding arbitration in accordance with the Home Construction Arbitration Rules of the American Arbitration Association. The prevailing party in any arbitration shall, in the Arbitrator’s discretion, be awarded its reasonable attorneys’ fees. Judgment on any arbitration award may be entered by any court having jurisdiction thereof.

10.4 Successors and Assigns. This Contract will inure to the benefit of, and be binding upon, you, us, and our respective successors and permitted assigns.

10.5 Assignment. This Contract may not be assigned without the prior express written consent of you and us.

10.6 Choice of Law. This Contract will be governed by and interpreted in accordance with the laws of the State of California.

10.7 No Third Party Beneficiaries. Except as expressly indicated herein, this Contract is entered exclusively for the benefit of you and us and not for the benefit of any other person or entity.

10.8 Severability; Addition of Required Terms. If any provision of the Contract Documents is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and be interpreted so as to give effect to the parties’ intentions. If any provision required by Applicable Laws has been omitted from the Contract Documents, it shall be deemed included.

10.9 Survival. Expiration or earlier termination of this Contract shall not relieve the Parties of obligations that by their nature should survive such expiration or termination.

10.10 Authority. Each person signing this Contract represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

**ARTICLE 11 – LEGAL NOTICES FOR HOME IMPROVEMENT CONTRACTS**

The following notices and provisions are provided in accordance with the Contractors State License Law and Applicable Laws:

11.1 Business & Professions Code § 7030(a): Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

11.2 Business & Professions Code §§ 7030(b) & 7159(e)(5): Information about the Contractors’ State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor’s employees. For more information:

Visit CSLB’s Internet Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

11.3 Business & Professions Code § 7159(d)(4): You are entitled to a completely filled-in copy of this agreement, signed by both you and the Contractor, before any work may be started.

11.4 Business & Professions Code § 7159(e)(3) – Notice Concerning Extra Work and Change Orders: Owner may not require Contractor to perform extra or change order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or change orders are not enforceable against Owner unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: the scope of work encompassed by the order, the amount to be added or subtracted from the contract, the effect the order will make in the progress payments or the completion date. Contractor’s failure to comply with the requirements of this section does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

11.5 **Business & Professions Code § 7159(e)(4) – Mechanic’s Liens**.

**MECHANICS LIEN WARNING**:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL**. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS**. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS**. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME**. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe."

### Signed as a contract made on the latest date stated below

|  |  |  |
| --- | --- | --- |
| **Owner:** | **Witness:** | **Date:** |
| **X** | **X** | **X** |
| **Owner:** | **Witness:** | **Date:** |
|  |  |  |
| **Vergola:** | **Witness:** | **Date:** |
| **X** | **X** | **X** |

The law requires that the contractor give you a notice explaining your right to cancel. Initial the box at the beginning of this paragraph if the contractor has given you a “Notice of the Three-Day Right to Cancel.”

Note: Owner must also date and initial first page of this Contract in the space provided.

Note: Owner is advised pursuant to Business & Professions Code § 7159(c)(6) that Owner or tenant may require Contractor to furnish a performance and payment bond. Owner shall communicate any such requirement in writing to Contractor before Owner executes and returns this Contract. Upon receipt of such communication, Contractor will notify Owner in writing as to whether Contractor will agree to Owner’s request and, if so, of the adjustment in the Contract Price that will be required, if any.

WARNING

## THIS NOTICE SHOULD ONLY BE COMPLETED BY THE OWNER IF THE OWNER WISHES TO WITHDRAW FROM THE CONTRACT WITHIN THE COOLING OFF PERIOD

THIS IS A STATUTORY NOTICE AS REQUIRED BY Business & Professions Code § 7159(e)(6)(B)

**NOTICE OF THREE-DAY RIGHT TO CANCEL**

**(Business & Professions Code § 7159(e)(6)(B))**

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

If you wish to cancel the Contract to which this Notice is attached, send the attached Notice of Cancellation form to the Contractor by fax or email at the address indicated on first page of the Contract.

NOTICE OF CANCELLATION

To: VERGOLA LA INC

Pursuant to California Business & Professions Code § 7159(e)(6), the above Owner hereby exercises its right to cancel the above referenced Contract for the above referenced Project.

|  |  |
| --- | --- |
| Signed: |  |
| Print Full Name: |  |
| Date: | / / |